

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
JUN 17 2008
JUDGE WILLIAM J. HIBBLER
UNITED STATES DISTRICT COURT

CHANITHA WILLIAMS, LATRICE)
WILLIAMS, MONIQUE CAUDLE,)
CHATRICE WILLIAMS, a minor by and)
through Chanitha Williams, her mother and)
next best friend; CHAKITA WILLIAMS, a)
minor, by and through Chanitha Williams, her)
mother and next best friend; and CHAKYRA)
JOHNSON, a minor by and through Chanitha)
Williams, her mother and next best friend,)
DEANGELO CAUDLE, a minor, by and)
through Monique Caudle, her mother and next)
best friend, DAKOTA REEDFIELD, a mi, by)
and through Monique Caudle, her mother and)
next best friend, and KAYLA DIXON, a)
minor, by and through Latrice Williams, her)
mother and next best friend,)

No. 07 C 6615

Judge Hibbler

Magistrate Judge Valdez

Jury Demand

Plaintiff,

vs.

CITY OF CHICAGO,
A Municipal Corporation, and
Chicago Police Officers
John Does and Jane Roes 1-10;

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs, Chanitha Williams, Latrice Williams, Monique Caudle, Chatrice Williams, a minor, by and through Chanitha Williams, her mother and next best friend; Chakita Williams, a minor, by and through Chanitha Williams, her mother and next best friend; and Chakyra Johnson, a minor, by and through Chanitha Williams, her mother and next best friend; Deangelo Caudle, a minor, by and through Monique Caudle, her mother and next best friend; Dakota

Reedfield, a minor, by and through Monique Caudle, her mother and next best friend; and Kayla Dixon, a minor, by and through Latrice Williams, her mother and next best friend, by one of their attorneys, Louis J. Meyer, and defendant, City of Chicago, by its attorney, Mara S. Georges, Corporation Counsel of the City of Chicago, herein stipulate and agree to the following:

1. This action has been brought by plaintiffs, Chanitha Williams, Latrice Williams, Monique Caudle, Chatrice Williams, a minor, by and through Chanitha Williams, her mother and next best friend; Chakita Williams, a minor, by and through Chanitha Williams, her mother and next best friend; and Chakyra Johnson, a minor, by and through Chanitha Williams, her mother and next best friend; Deangelo Caudle, a minor, by and through Monique Caudle, her mother and next best friend; Dakota Reedfield, a minor, by and through Monique Caudle, her mother and next best friend; and Kayla Dixon, a minor, by and through Latrice Williams, her mother and next best friend, against defendant, City of Chicago, and makes certain allegations contained in plaintiff's amended complaint.

2. Defendant, City of Chicago, denies each and every allegation of wrongdoing as stated in (plaintiffs' amended) complaint, and, further, denies liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty in the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. Plaintiffs and their attorneys agree that they

or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as notice of misconduct on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, or for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

4. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs, Chanitha Williams, Latrice Williams, Monique Caudle, Chatrice Williams, a minor, by and through Chanitha Williams, her mother and next best friend; Chakita Williams, a minor, by and through Chanitha Williams, her mother and next best friend; and Chakyra Johnson, a minor, by and through Chanitha Williams, her mother and next best friend; Deangelo Caudle, a minor, by and through Monique Caudle, her mother and next best friend; Dakota Reedfield, a minor, by and through Monique Caudle, her mother and next best friend; and Kayla Dixon, a minor, by and through Latrice Williams, her mother and next best friend, agree to dismiss with prejudice all of their claims against defendant, City of Chicago, with each side bearing its own costs and attorneys' fees.

5. Plaintiffs, Chanitha Williams, Latrice Williams, Monique Caudle, Chatrice Williams, a minor, by and through Chanitha Williams, her mother and next best friend; Chakita Williams, a minor, by and through Chanitha Williams, her mother and next best friend; and Chakyra Johnson, a minor, by and through Chanitha Williams, her mother and next best friend; Deangelo Caudle, a minor, by and through Monique Caudle, her mother and next best friend; Dakota Reedfield, a minor, by and through Monique Caudle, her mother and next best friend; and Kayla Dixon, a minor, by and through Latrice Williams, her mother and next best friend,

accepts a settlement from defendant, City of Chicago, in the total amount of SIXTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$16,750.00), with each side bearing its own costs and attorneys' fees.

6. As all Confidential Matter tendered to the plaintiffs and/or their counsel by defendants under any and all protective orders entered in this matter has been returned to defendants, the City agrees to pay plaintiffs the total settlement amount as specified in paragraph 5 herein within sixty (60) days of receipt by the Corporation Counsel's Office of a court-entered order dismissing this case with prejudice, a court-entered stipulation of dismissal, a fully executed settlement agreement, and any other court-entered order necessary for the disposition of funds, whichever is received later. This sum shall be payable solely by the City of Chicago, and plaintiffs and/or their attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement check will be made payable to plaintiffs, their attorneys, and lien claimants, if any, of which the City has notice.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs agree to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by plaintiffs under this settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiffs, upon advice of counsel, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiffs do hereby

release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against defendant, City of Chicago, and its future, current, or former officers, agents and employees, including but not limited to all claims they had, have, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

9. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

10. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

11. In entering into this Release and Settlement Agreement, plaintiffs represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by plaintiffs. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that he they and their attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sum specified herein, and that they have not sold,

assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

12. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

Chanitha Williams
Chanitha Williams, plaintiff
Address: 4227 W. Adams
2nd fl. Chicago IL 60624
Date of birth: 06-06-73
*SSN: _____

Latrice Williams
Latrice Williams, plaintiff
Address: 4220 W. Adams
2nd fl.
Date of birth: 3-17-80
*SSN: _____

Monique Caudle
Monique Caudle, plaintiff
Address: 4233 W. Washington
Date of birth: 5-31-85
*SSN: _____

Chanitha Williams
Chatrice Williams, a minor, by and through
Chanitha Williams, her mother and next best
friend, plaintiff
Address: 4227 W. Adams
2nd fl. Chicago IL 60624
Date of birth: 01-13-94
*SSN: _____

City of Chicago
a municipal Corporation

Mara S. Georges
Corporation Counsel
Attorney for City of Chicago

BY: Rita Moran
Rita Moran
Assistant Corporation Counsel
30 North LaSalle Street, Suite 1400
Chicago, Illinois 60602
(312) 744-4939
Attorney No. 06270301
DATE: 6/17/08

Chakita Williams

Chakita Williams, a minor, by and through
Chanitha Williams, her mother and next best
friend, plaintiff

Address: 4277 W. Adams

2nd fl Chicago IL 60624

Date of birth: 11-24-97

*SSN: _____

Chanitha Williams

Chakira Johnson, a minor, by and through
Chanitha Williams, her mother and next best
friend, plaintiff

Address: 4227 W. Adams

2nd fl Chicago IL 60624

Date of birth: 3-12-00

*SSN: _____

[Signature]

[Name of plaintiff's (s') attorney]

Attorney for plaintiff(s),

Chanitha Williams, Latrice Williams,
Monique Caudle, Chatrice Williams, a minor,
by and through Chanitha Williams, her mother
and next best friend; Chakita Williams, a
minor, by and through Chanitha Williams, her
mother and next best friend; and Chakira
Johnson, a minor, by and through Chanitha
Williams, her mother and next best friend;
Deangelo Caudle, a minor, by and through
Monique Caudle, her mother and next best
friend; Dakota Reedfield, a minor, by and
through Monique Caudle, her mother and next
best friend; and Kayla Dixon, a minor, by and
through Latrice Williams, her mother and next
best friend

Law offices of Lawrence V. Jackowiak

20 N. Clark Street, Suite 1700

Chicago, Illinois 60602

(312) 795-9595

Attorney No. 6290221

DATE: 6-16-08

~~Dakota Reedfield~~ Monique Caudle

Dakota Reedfield, a minor, by and through
Monique Caudle, her mother and next best
friend, plaintiff

Address: 4233 W. Washington

Date of birth: 4-23-03

*SSN: _____

Kayla Dixon

Kayla Dixon, a minor, by and through Latrice
Williams, her mother and next best friend,
plaintiff

Address: 9220 W. Adams

2nd fl

Date of birth: 11-9-1999

*SSN: _____

Monique Caudle

Deangelo Caudle, a minor, by and through
Monique Caudle, her mother and next best
friend, plaintiff

Address: 4233 W. Washington

Date of birth: 12-23-01

*SSN: _____